

Hearing Date and Time: November 18, 2009 at 10:00 a.m. (prevailing Eastern time)

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- and-

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Attorneys for AOL LLC

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:)
) Chapter 11
Delphi Corporation, et al.,)
) Case No. 05-44481 (RDD)
Debtor.) (Jointly Administered)
)

**RESPONSE OF AOL LLC TO REORGANIZED DEBTORS'
THIRTY-SIXTH OMNIBUS OBJECTION PURSUANT TO 11 U.S.C. § 503(B)
AND FED. R. BANKR. P. 3007 TO EXPUNGE CERTAIN (I) PREPETITION CLAIMS,
(II) EQUITY INTERESTS, (III) BOOKS AND RECORDS CLAIMS,
(IV) UNTIMELY CLAIMS, (V) PAID SEVERANCE CLAIM, (VI) PENSION, BENEFIT,
AND OPEB CLAIMS, AND (VII) DUPLICATE CLAIMS**

AOL LLC ("AOL") submits this response to the Thirty-Sixth Omnibus Objection Pursuant to 11 U.S.C. § 503(b) and Fed. R. Bankr. P. 3007 to Expunge Certain (I) Prepetition Claims, (II) Equity Interests, (III) Books and Records Claims, (IV) Untimely Claims, (V) Paid Severance

Claims, (VI) Pension, Benefit, and OPEB Claims, and (VII) Duplicate Claims (the “Objection”) of Reorganized Debtors DPH Holdings Corp., et al. (“Debtors”).

INTRODUCTION

1. On July 19, 2006, AOL timely filed its claim (Claim No. 9882) (the “Pre-Petition Claim”) in the amount of \$969,141.63 (the “Claimed Amount”) for services rendered prepetition to the Debtors’ employees and retirees pursuant to that certain Confidential Partner Marketing Agreement between AOL and Delphi Automotive Systems LLC dated May 5, 2005 (the “Agreement”).¹ See Exhibit 1 (as-filed copy of the Pre-Petition Claim). The Debtors have denied that **any** amount is due to AOL, purportedly on the grounds that the Pre-Petition Claim “assert[s] dollar amounts or liabilities that are not owing pursuant to the Reorganized Debtors’ books and records.” Objection at 8.

2. The Debtors’ Objection must be denied and the Pre-Petition Claim should be allowed in the Claimed Amount. Under the Agreement, AOL agreed to provide—and did provide—internet services to the Debtors’ employees (each a “Participant”) for a monthly fee that was discounted relative to AOL’s published rates. In exchange, the Debtors agreed, inter alia, to pay AOL the majority of each Participant’s monthly fee (the “Delphi Portion”). The Claimed Amount represents the aggregate of the Delphi Portions for all Participants that came due prior to the Petition Date.²

3. The Agreement states that AOL shall invoice Delphi monthly for amounts due, and Delphi was obligated to make all payments required in immediately available funds. Agreement at 1.4.2(c). In fact, AOL invoiced Delphi monthly for amounts due prior to the

¹ Due to the confidential nature of the Agreement, a copy is not attached to this Response. While AOL believes that the Agreement is within the Debtors’ possession, custody or control, AOL has also provided a copy of the Agreement to Debtors’ counsel, contemporaneously with service of this Response.

² Capitalized terms not defined herein have the meanings ascribed to them in the Motion.

Petition Date. Delphi failed to pay AOL during for the invoices attached to the Pre-Petition Claim.

4. Among other things, the Agreement placed the obligation to verify and update employment status squarely on the Debtors. Agreement at 1.4.3.b.

5. Telling, Debtors' schedules—which were filed under penalty of perjury—list AOL as holding an unsecured claim for \$944,475.00 (the "AOL Schedule Claim") that is not disputed, unliquidated or contingent. Yet, contrary to their own schedules, Debtors now ask this Court to disallow AOL's Pre-Petition Claim in full.

ARGUMENT

6. AOL respectfully submits that the Objection should be denied as an improper attempt to shift away from the Debtors the initial burden of proof as to the validity of the Pre-Petition Claim.

7. AOL's Pre-Petition Claim was filed in accordance with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure. Accordingly, pursuant to Rule 3001(f) of the Federal Rules of Bankruptcy Procedure, the Pre-Petition Claim constitutes prima facie evidence of the validity and amount of AOL's Pre-Petition Claim. See Fed. R. Bankr. P. 3001(f) ("A proof of claim executed and filed in accordance with these rules shall constitute prima facie evidence of the validity and amount of the claim.").

8. "To overcome this prima facie evidence, the objecting party must come forth with evidence which, if believed, would refute at least one of the allegations essential to the claim." In re Reilly, 245 B.R. 768, 773 (B.A.P. 2d Cir. 2000) (citing In re Allegheny Intl., Inc., 954 F.2d 167, 173 (3d Cir. 1992)); see also In re Garner, 246 B.R. 617, 623 (B.A.P. 9th Cir. 2000).

The objecting party carries the burden of going forward with evidence in support of its objection which must be of probative

force equal to that of the allegations of the creditor's proof of claim.

In re Kincaid, 388 B.R. 610, 613 (Bankr. E.D. Penn. 2008); see also In re Hinkley, 58 B.R. 339, 348 (Bankr. S.D. Tex.), *affd.*, 879 F.2d 859 (5th Cir. 1986); In re King Resources Co., 20 B.R. 191, 197 (D. Colo. 1982). For example, vague allegations of unreasonableness and/or unsubstantiated amounts; mere general averments are insufficient to puncture the prima facie presumption of validity of a creditor's claims. In re Lehning, 2007 WL 1200820, *4 (Bankr. N.D.N.Y.). Similarly, the presumption of a prima facie validity is not rebutted to shift the burden to the creditor by merely saying "I don't know, I don't understand;" the debtor must come up with a substantive objection. In re Patton, 388 B.R. 629, 635 (Bankr. E.D. Penn. 2008).

9. Here, the Debtors' Objection fails to rebut the prima facie validity of AOL's Pre-Petition Claim. The Debtors' schedules list AOL as holding a claim in the amount of \$944,475.00 that the Debtors list under penalty of perjury as not disputed, unliquidated, or contingent. Contrary to their own schedules, the Debtors now summarily state with no evidentiary support that they now have no record of any amounts owed to AOL. The Debtors amended their schedules at least four times, and none of these amendments altered the characterization of the AOL Schedule Claim. Accordingly, it would appear that at some point the Debtors had reason to believe AOL held a Pre-Petition Claim in the amount of \$944,475.00.

10. The Debtors' mere objection, without substantive support, is insufficient to defeat the validity of the Pre-Petition Claim. See Garner, 246 B.R. at 623; In re Circle J. Dairy, Inc., 112 B.R. 297, 299 (Bankr. W.D. Ak. 1990). This is particularly true given the conflict between Debtors' stated objection and its schedules.

11. AOL reserves the right to supplement this response at any time and to respond to any future objections filed by the Debtors or any other party on any ground whatsoever, whether substantive or procedural.

CONCLUSION

12. Therefore, AOL respectfully requests that the Court enter an order (i) denying the objection and allowing AOL's Pre-Petition Claim in the amount of \$969,141.63, and (ii) granting such other and further relief as the Court deems just and proper.

Dated: November 11, 2009
New York, New York

Respectfully submitted,
KIRKLAND & ELLIS LLP

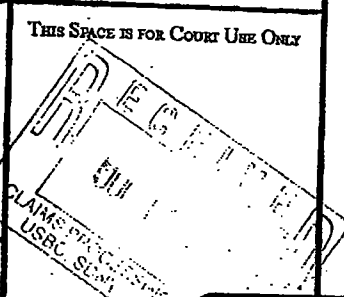
/s/ Michael A. Cohen
Joseph Serino
Michael A. Cohen
Nirav Shah
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

-and-

Tiffany Strelow Cobb, Esq.
VORYS, SATER, SEYMOUR AND
PEASE LLP
52 East Gay Street
Columbus, Ohio 43216
Phone: (614) 464-8322
Fax: (614) 719-4663
Attorneys for AOL LLC

Exhibit 1

UNITED STATES BANKRUPTCY COURT <u>Southern</u> DISTRICT OF <u>New York</u>		PROOF OF CLAIM
Name of Debtor Delphi Automotive Systems LLC		Case Number 05-44640
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): AOL LLC f/k/a America Online, Inc. Name and address where notices should be sent: Tiffany Strelow Cobb, Esq. Vorys, Sater, Seymour and Pease LLP 52 East Gay St., P.O. Box 1008 Columbus, OH 43216-1008 Telephone number: 614-464-8322		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Account or other number by which creditor identifies debtor: #15527		Check here <input type="checkbox"/> replaces a previously filed claim, dated: _____ if this claim <input type="checkbox"/> amends _____
1. Basis for Claim <input checked="" type="checkbox"/> Goods Sold / Services Performed <input type="checkbox"/> Customer Claim <input type="checkbox"/> Taxes <input type="checkbox"/> Money Loaned <input type="checkbox"/> Personal Injury <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
2. Date debt was incurred: Various		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: \$ 969,141.63 (unsecured) (secured) (priority) (Total) If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of this claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
6. Unsecured Nonpriority Claim \$ 969,141.63 <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or c) none or only part of your claim is entitled to priority.		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8.
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		
9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date 7/18/06	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any). Tiffany S. Cobb, Claimant Attorney for _____	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 357.		



0544640060207175242001013

**PROOF OF CLAIM AND REQUEST FOR PAYMENT OF
AOL LLC F/K/A AMERICA ONLINE, INC. FOR AND ON
BEHALF OF ITSELF AND RELATED PARTIES**

1. AOL LLC formerly known as America Online, Inc. ("AOL" together with its affiliates and subsidiaries) ("Claimant") is a creditor in the case of Delphi Automotive Systems LLC ("Debtor"), Case No. 05-44640, and by and through its undersigned attorneys, hereby and with the accompanying official bankruptcy form sets forth its proof of claim (collectively, the "Proof of Claim") on behalf of Claimant.
2. Claimant expressly reserves the right to amend, modify and/or supplement this Proof of Claim at any time for whatever reason, including, without limitation, for the purpose of filing additional claims and requests for payment and/or to specify the amount of Claimant's contingent, unmatured and/or unliquidated claims as they become non-contingent, matured and/or liquidated. By virtue of the filing of the Proof of Claim, Claimant does not waive, and hereby expressly reserves, its right to pursue claims and requests for payment, including but not limited to, the claims and requests for payment described herein against the Debtor based upon alternative legal theories.
3. To the extent that any of the claims set forth herein, in whole or in part, or any component thereof, arise or relate in any manner to the period on or after the date of the Debtor's bankruptcy petition, Claimant asserts that such claims (or portion thereof) are entitled to priority pursuant to Sections 503 and 507 of the Bankruptcy Code.
4. By virtue of filing the Proof of Claim, Claimant does not, and the Proof of Claim shall not be deemed, consent to the jurisdiction of this Court to hear any proceeding, motion or other matter related to the Proof of Claim or any other rights of Claimant apart from the Proof of Claim.

5. Debtor is indebted and liable to the Claimant by reason of or under a certain Partner Marketing Agreement between America Online, Inc. and Debtor dated May 5, 2005 (the "Agreement").

6. The Agreement contains confidential and sensitive information respecting Claimant's business and, upon information and belief, also contains confidential and sensitive information respecting Debtor's business. To preserve the confidentiality of such information and avoid the harms to the Debtor and Claimant that would attend public disclosure of the Agreement, the Agreement is not attached hereto. Claimant presumes that Debtor, as counterparty to the Agreement, is in possession of its own copy and is familiar with its terms. If Debtor or other parties do not have a copy of the Agreement and require it to carry out its statutory duty in this bankruptcy proceeding, then Claimant is amenable to providing such parties with the Agreement upon request and upon implementation of acceptable procedures and agreement designed to protect the confidentiality of the Agreement.

7. Without limiting the generality of the foregoing claims and requests for payment, Debtor is obligated to Claimant with respect to unpaid pre-petition amounts under the Agreement in the amount of at least \$969,141.63. A claim summary and copies of the invoices owed are attached hereto as Exhibit A and B, respectively.

8. To the extent that the Debtor asserts claims against Claimant of any kind, Claimant reserves the right to assert that such claims by the Debtor are subject to rights of setoff and/or recoupment (the "Setoff Rights") which rights are treated as secured claims under the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code").

9. To the extent that the claims and/or the Setoff Rights set forth herein are determined to be secured by property of the Debtor, Claimant asserts that such claims are secured claims to the extent of the value, within the meaning of 11 U.S.C. § 506(a), of any such property. Except to the extent stated otherwise hereinabove, solely to the extent that the value, within the meaning of 11 U.S.C. § 506(a), of any property securing the claims and/or the Setoff Rights, if any, is less than the allowed amount of the claims, the claims may be treated, in part, as general unsecured claims under the Bankruptcy Code, and in such event, and solely to such extent, the claims asserted herein or the relevant part thereof, as the case may be, shall constitute unsecured claims and this Proof of Claim shall constitute a Proof of Claim for both the secured portion of the Claimant's claims and for any such unsecured portion of Claimant's claims. The foregoing shall not be deemed an admission regarding the amount of the claims nor regarding the value of any property securing the claims or the Setoff Rights.

10. Except as expressly described hereinabove, no judgment has been rendered on the claims.

11. The amount of all payments on the claims has been credited and deducted for the purpose of making this Proof of Claim.

12. The claims and requests for payment described in the preceding paragraphs are filed only to preserve any and all rights and entitlements Claimant may have, as hereinabove asserted, and nothing set forth herein shall be construed as an admission that any valid claims or causes of action exist against Claimant.

EXHIBIT A
Delphi Automotice Systems LLC
Case No. 05-44640
Summary of Claim by AOL LLC

Item Date	Due Date	Invoice Number	Original Amount	Pre-Petition	Post-Petition	Invoice Covers
05/17/2005	08/15/2005	182340	\$181,881.00	\$181,881.00		April-05
06/21/2005	09/19/2005	184529	\$181,440.00	\$181,440.00		May-05
07/21/2005	10/19/2005	186108	\$181,125.00	\$181,125.00		June-05
09/16/2005	12/15/2005	188647	\$180,866.00	\$180,866.00		July-05
09/16/2005	12/15/2005	188648	\$109,667.00	\$109,667.00		August-05
10/12/2005	01/10/2006	189962	\$109,497.00	\$109,497.00		September-05
12/05/2005	03/05/2006	193072	\$109,223.50	\$24,863.37	\$84,560.13	October-05
12/21/2005	02/19/2005	194468	\$10.00	\$2.26	\$7.74	October-05
TOTAL PRE-PETITION CLAIM:				\$969,141.63		



INVOICE

Invoice Number 182340

Delphi Automotive Systems
Attn: IS&S Purchasing
1441 W. Long Lake Road
Mail Code 480-415-328
Troy, MI 48098

Remittance
AMERICA ONLINE, Inc.
General Post Office
PO Box 5696
New York, NY 10087-5696

Invoice Covers: April 1 10:00 AM - May 1 9:59:59 AM

Customer ID	Payment Terms	Page 1		
15527	Net 30			
AOL Accounts		Accounts	Rate	Total
Prior Months Accounts Active as of Bill Cycle Date		25,998		
Less Prior Months Cancels as of Bill Cycle Date		(130)		
Current Months Registrations as of Bill Cycle Date		115		
Total Accounts Active as of Bill Cycle Date		25,983	@ \$7.00	\$ 181,881.00
Payment Due for Active Accounts to AOL				\$ 181,881.00

Remittance address:

Via Regular Mail	Via Overnight Courier
America Online, Inc.	Chase Manhattan Bank
Attn: Accounts Receivable	55 Water Street
General Post Office	Lockbox Dept. Rm. # 413
P.O. Box 5696	New York, NY 10041
New York, NY 10087-5696	Lockbox # 5696

Please detach here and return this portion with your payment.

Delphi Automotive Systems
Attn: IS&S Purchasing
1441 W. Long Lake Road
Mail Code 480-415-328
Troy, MI 48098
Customer ID: 7739

AR Cat: 8002

AMERICA ONLINE, Inc.
General Post Office
PO Box 5696
New York, NY 10087-5696

Contract Number 15527
 Invoice Number 182340
 Invoice Date 04/27/09
 Total Amount Due \$181,881.00

EXHIBIT

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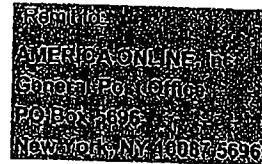
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INVOICE

Invoice Number 184529

Delphi Automotive Systems
Attn: IS&S Purchasing
1441 W. Long Lake Road
Mail Code 480-415-328
Troy, MI 48098



Invoice Covers: May 1 10:00 AM - June 1 9:59:59 AM

Customer ID	Payment Terms	Page 1		
15527	Net 30			
AOL Accounts		Accounts	Rate	Total
Prior Months Accounts Active as of Bill Cycle Date		25,983		
Less Prior Months Cancels as of Bill Cycle Date		(147)		
Current Months Registrations as of Bill Cycle Date		84		
Total Accounts Active as of Bill Cycle Date		25,920	@ \$7.00	\$ 181,440.00
Payment Due for Active Accounts to AOL				\$ 181,440.00

Remittance address:

Via Regular Mail	Via Overnight Courier
America Online, Inc.	Chase Manhattan Bank
Attn: Accounts Receivable	55 Water Street
General Post Office	Lockbox Dept. Rm. # 413
P.O. Box 5696	New York, NY 10041
New York, NY 10087-5696	Lockbox # 5696

Please detach here and return this portion with your payment.

Delphi Automotive Systems
Attn: IS&S Purchasing
1441 W. Long Lake Road
Mail Code 480-415-328
Troy, MI 48098
Customer ID: 7739

AR Cat: 8002

AMERICA ONLINE, Inc.
General Post Office
PO Box 5696
New York, NY 10087-5696

Contract Number	15527
Invoice Number	184529
Invoice Date	06/27/05
Total Amount Due	\$ 181,440.00



INVOICE

Invoice Number 186108

Delphi Automotive Systems
Attn: IS&S Purchasing
1441 W. Long Lake Road
Mail Code 480-415-328
Troy, MI 48098

Remittance
AMERICA ONLINE, Inc.
General Post Office
PO Box 5696
New York, NY 10087-5696

Invoice Covers: June 1 10:00 AM - July 1 9:59:59 AM

Customer ID	Payment Terms	Page 1		
15527	Net 30			
AOL Accounts		Accounts	Rate	Total
Prior Months Accounts Active as of Bill Cycle Date		25,920		
Less Prior Months Cancels as of Bill Cycle Date		(128)		
Current Months Registrations as of Bill Cycle Date		83		
Total Accounts Active as of Bill Cycle Date		25,875	@ \$7.00	\$ 181,125.00
Payment Due for Active Accounts to AOL				\$ 181,125.00

Remittance address:

Via Regular Mail	Via Overnight Courier
America Online, Inc. Attn: Accounts Receivable General Post Office P.O. Box 5696 New York, NY 10087-5696	Chase Manhattan Bank 55 Water Street Lockbox Dept. Rm. # 413 New York, NY 10041 Lockbox # 5696

Please detach here and return this portion with your payment.

Delphi Automotive Systems
Attn: IS&S Purchasing
1441 W. Long Lake Road
Mail Code 480-415-328
Troy, MI 48098
Customer ID: 7739

AR Cat: 8002

AMERICA ONLINE, Inc.
General Post Office
PO Box 5696
New York, NY 10087-5696

Contract Number 259241
Invoice Number 186108
Invoice Date 07/27/05
Total Amount Due \$181,125.00



INVOICE

Invoice Number 188647

Delphi Automotive Systems
Attn: IS&S Purchasing
1441 W. Long Lake Road
Mail Code 480-415-328
Troy, MI 48098

AMERICA ONLINE, INC.
General Post Office
PO Box 5696
New York, NY 10087-5696

Invoice Covers: July 1 10:00 AM - Aug 1 9:59:59 AM

Customer ID	Payment Terms	Page 1		
15527	Net 30			
AOL Accounts		Accounts	Rate	Total
Prior Months Accounts Active as of Bill Cycle Date		25,875		
Less Prior Months Cancels as of Bill Cycle Date		(120)		
Current Months Registrations as of Bill Cycle Date		83		
Total Accounts Active as of Bill Cycle Date		25,838	@ \$7.00	\$ 180,866.00
Payment Due for Active Accounts to AOL				\$ 180,866.00

Remittance address:

Via Regular Mail	Via Overnight Courier
America Online, Inc.	Chase Manhattan Bank
Attn: Accounts Receivable	55 Water Street
General Post Office	Lockbox Dept. Rm. # 413
P.O. Box 5696	New York, NY 10041
New York, NY 10087-5696	Lockbox # 5696

Please detach here and return this portion with your payment.

Delphi Automotive Systems
Attn: IS&S Purchasing
1441 W. Long Lake Road
Mail Code 480-415-328
Troy, MI 48098
Customer ID: 7739

AR Cat: 8002

AMERICA ONLINE, Inc.
General Post Office
PO Box 5696
New York, NY 10087-5696

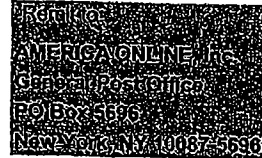
Contract Number 25824
Invoice Number 188647
Invoice Date 08/16/03
Total Amount Due \$180,866.00



INVOICE

Invoice Number 188648

Delphi Automotive Systems
Attn: IS&S Purchasing
1441 W. Long Lake Road
Mail Code 480-415-328
Troy, MI 48098



Invoice Covers: Aug 1 10:00 AM - Sept 1 9:59:59 AM

Customer ID	Payment Terms	Page 1		
15527	Net 30			
AOL Accounts		Accounts	Rate	Total
Prior Months Accounts Active as of Bill Cycle Date		25,838		
Less Prior Months Cancels as of Bill Cycle Date		(133)		
Current Months Registrations as of Bill Cycle Date		99		
Total Accounts Active as of Bill Cycle Date		25,804	@ \$4.25	\$ 109,667.00
Payment Due for Active Accounts to AOL				\$ 109,667.00

Remittance address:

Via Regular Mail	Via Overnight Courier
America Online, Inc.	Chase Manhattan Bank
Attn: Accounts Receivable	55 Water Street
General Post Office	Lockbox Dept. Rm. # 413
P.O. Box 5696	New York, NY 10041
New York, NY 10087-5696	Lockbox # 5696

Please detach here and return this portion with your payment.

Delphi Automotive Systems
Attn: IS&S Purchasing
1441 W. Long Lake Road
Mail Code 480-415-328
Troy, MI 48098
Customer ID: 7739

AR Cat: 8002

AMERICA ONLINE, Inc.
General Post Office
PO Box 5696
New York, NY 10087-5696

Contract Number	7739-25844
Invoice Number	188648
Invoice Date	09/01/09
Total Amount Due	\$109,667.00



INVOICE

Invoice Number 189962

Delphi Automotive Systems
Attn: Kevin Finan, IT Purchasing
5820 Delphi Drive
Mail Code 480-405-2325
Troy, MI 48098

Remitting:
AMERICA ONLINE, Inc.
General Post Office
PO Box 5696
New York, NY 10087-5696

Invoice Covers: Sept 1 10:00 AM - Oct 1 9:59:59 AM

Customer ID	Payment Terms	Page 1		
15527	Net 30			
AOL Accounts		Accounts	Rate	Total
Prior Months Accounts Active as of Bill Cycle Date		25,804		
Less Prior Months Cancels as of Bill Cycle Date		(97)		
Current Months Registrations as of Bill Cycle Date		57		
Total Accounts Active as of Bill Cycle Date		25,764	@ \$4.25	\$ 109,497.00
Payment Due for Active Accounts to AOL				\$ 109,497.00

Remittance address:

Via Regular Mail	Via Overnight Courier
America Online, Inc.	Chase Manhattan Bank
Attn: Accounts Receivable	55 Water Street
General Post Office	Lockbox Dept. Rm. # 413
P.O. Box 5696	New York, NY 10041
New York, NY 10087-5696	Lockbox # 5696

Please detach here and return this portion with your payment.

Delphi Automotive Systems
Attn: Kevin Finan, IT Purchasing
5820 Delphi Drive
Mail Code 480-405-2325
Troy, MI 48098
Customer ID: 7739

AR Cat: 8002

AMERICA ONLINE, Inc.
General Post Office
PO Box 5696
New York, NY 10087-5696

Contract Number 25344
Invoice Number 189962
Invoice Date 10/1/05
Total Amount Due \$109,497.00



INVOICE

Invoice Number 193072,194468

Delphi Automotive Systems
Attn: Kevin Finan, IT Purchasing
5820 Delphi Drive
Mail Code 480-405-232
Troy, MI 48098

AMERICA ONLINE, Inc.
General Post Office
PO Box 5696
New York, NY 10087-5696

Invoice Covers: Oct 1 10:00 AM - Nov 1 9:59:59 AM

Customer ID	Payment Terms	Page 1		
15527	Net 30			
AOL Accounts		Accounts	Rate	Total
Prior Months Accounts Active as of Bill Cycle Date		25,764		
Less Prior Months Cancels as of Bill Cycle Date		(131)		
Current Months Registrations as of Bill Cycle Date		69		
Total Accounts Active as of Bill Cycle Date		25,702	@ \$4.25	\$ 109,233.50
Payment Due for Active Accounts to AOL				\$ 109,233.50

Remittance address:

Via Regular Mail	Via Overnight Courier
America Online, Inc.	Chase Manhattan Bank
Attn: Accounts Receivable	55 Water Street
General Post Office	Lockbox Dept. Rm. # 413
P.O. Box 5696	New York, NY 10041
New York, NY 10087-5696	Lockbox # 5696

Please detach here and return this portion with your payment.

Delphi Automotive Systems
Attn: Kevin Finan, IT Purchasing
5820 Delphi Drive
Mail Code 480-405-232
Troy, MI 48098

Customer ID: 7739

AR Cat: 8002

AMERICA ONLINE, Inc.
General Post Office
PO Box 5696
New York, NY 10087-5696

Contract Number 193072,194468
Invoice Number 193072,194468
Invoice Date 11/11/09
Total Amount Due \$ 109,233.50